

Policy Name:	Repairs & Maintenance Policy
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TABLE OF CONTENTS

1.	INTRODUCTION	1
2.	SCOPE	1
	LEGAL & REGULATORY REQUIREMENTS	
4.	DEFINITIONS	2
5.	OUR POLICY	3
6.	EQUALITY, DIVERSITY & INCLUSION	10
7.	RESPONSIBILITIES	10
8.	MONITORING AND REPORTING	11
9.	CONSULTATION	12
10.	REVIEW	12
11.	ASSOCIATED DOCUMENTS	12



1. INTRODUCTION

- 1.1. Manchester City Council (MCC) are committed to maintaining its homes to a high standard, giving residents a safe, secure, and comfortable space to enjoy their lives. This policy has been designed to formalise MCC's commitment to providing a resident-focused repairs service, ensuring its properties are well-maintained, meets all legal and regulatory requirements and that repairs are completed in a timely and cost-effective manner.
- 1.1.1. The objective of the repairs and maintenance service is that it supports MCC's 'A Place Called Home' vision which aims to establish and deliver a resident led housing service that is high on quality and value for Council tenants. MCC is committed to listening to residents, to understand what they need from the services and how those services need to be delivered. A Place Called Home is made up of three key priorities for improved service delivery:
 - Resident led services, putting you at the heart of everything we do.
 - High quality housing services and **home** improvements for secure, warm, sustainable homes.
 - Welcoming, safe, and vibrant neighbourhoods.

2. SCOPE

- 2.1. This policy applies to the repairs and maintenance service for residents who rent a home owned or managed by MCC. MCC's leasehold residents are responsible for any repairs that may occur, unless the repair is in a communal area or is a shared part or shared service to the building or estate.
- 2.1.1. In addition, this policy will ensure that MCC provides an efficient and consistent responsive repairs service which represents value for money. This policy has been developed to ensure that all residents and leaseholders are aware of how to report a repair and the timescale in which the repair will be carried out. The repair obligations for both MCC and residents can be found in the MCC Housing Services 'Service Standards' booklet and the tenancy agreement.

3. LEGAL & REGULATORY REQUIREMENTS

- 3.1. MCC will deliver a repairs service that complies with regulatory and statutory obligations to ensure the health, safety and security of people and property are always maintained.
- 3.1.1. The key areas of legislation include:
 - The Defective Premises Act 1972
 - Health and Safety at Work Act 1974
 - Building Regulations Act 1984
 - Landlord and Tenant Act 1985
 - The Environmental Protection Act 1990
 - The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994
 - Gas Safety (Installation and Use) Regulations 1998
 - Management of Health and Safety at Work Regulations 1999
 - Commonhold & Leasehold Reform Act 2002



- Control of Substances Hazardous to Health Regulations (COSHH) 2002
- Housing Act 2004
- The Decent Homes Standard 2006
- Housing Health and Safety Rating System (HHSRS) 2006
- The Energy Performance of Buildings (Certificates and Inspections) (England and Wales)
 Regulations 2007
- Equality Act 2010
- RSH The Regulatory Framework for Social Housing in England from 2012
- Control of Asbestos Regulations 2012
- Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR)
- Construction (Design and Management) Regulations 2015
- Data Protection Act 2018
- Building Safety Act 2022
- The Social Housing (Regulation) Act 2023
- The Regulator for Social Housing's Consumer Standards 2024

4. **DEFINITIONS**

- 4.1. **'Resident'** Any tenant or leaseholder of a domestic property or commercial unit owned and/or managed by MCC Housing Services.
- 4.1.1. **'Repair'** The process of rectifying a component or installation in a MCC Housing Services owned and/or managed property for which it is responsible when it is faulty or in a state of disrepair.
- 4.1.2. **'Emergency Repair'** Emergency repairs are any defects that put the health, safety or security of residents or member of the pubic at immediate risk.
- 4.1.3. **'Routine Repair'** A repair that is non-urgent in nature and appointable that can prevent immediate damage to the property and/or overcome inconvenience to residents.
- 4.1.4. **'Planned Repair'** A repair that is non-urgent and of a significant nature relating to the fabric of the resident's home or its immediate environment and requires extensive preparation and planning before commencement.
- 4.1.5. **'Major Repair'** A repair that include capital element replacements, multiple components or are complex in nature. Due to the extensive nature of these works further planning time is required.

5. OUR POLICY

5.1. **Reporting Repairs**

5.1.1. Most repair requests come through the Resident Service Centre (CSC), which is available to all residents and resident representatives. The CSC is a "One Stop Shop" for repairs and the service operates 24 hours a day, 365 days a year.



- 5.1.2. The repairs service can be accessed by residents in several ways:
 - Via telephone, on 03000 123 123 (24 hours a day)
 - Via our website, at <u>www.mcchousingservices.co.uk</u> where residents can '<u>order a repair</u>' online
 - Via Facebook and, Twitter (X) messenger, search MCC Housing Services.
 - In person, by visiting one of MCC's offices.

5.2. Appointments and access

- 5.2.1. When a resident reports a non-emergency repair, MCC will provide a mutually convenient appointment between 8am-5pm Monday to Friday (except national bank holidays) for the works to take place. Appointment slots offered are preferred as an all-day appointment however, MCC can offer a morning appointment, afternoon appointment or an avoid school run appointment for residents with school age children. There may be opportunity for repairs to be completed outside of the operating hours, however this would only be agreed in exceptional circumstances.
- 5.2.2. MCC is committed to equality, diversity and inclusion and makes every effort to accommodate resident needs when reporting repairs and when entering their home to complete a repair, MCC will adhere to MCC's Equality, Diversity and Inclusion Policy.
- 5.2.3. For communal area or external repairs, where no resident access is required, appointments will still be scheduled however, with a lower priority than repairs to residents' homes, unless the repair is deemed a risk to residents, members of the public or the property.
- 5.2.4. Residents are required to provide access for repairs at the appointed time. They must remove belongings to enable the work to be undertaken and to provide a clean, smoke free environment for our employees and contractors to work in, this includes ensuring any pets and young children are not able to access the area where the work is taking place.
- 5.2.5. If appointments are no longer convenient, residents are required to inform MCC no later than 24 hours before the appointment, where practicably possible, to rearrange to a more suitable time.
- 5.2.6. Where MCC have failed to gain access and the repair is deemed a health & safety issue, MCC will contact the resident to arrange another appointment.
- 5.2.7. Where there is an immediate risk or hazard to property or people, MCC may take further steps to ensure access within the property. Residents must ensure there is an adult over the age of 18 in the property whilst appointments take place. This is to safeguard MCC's residents, staff and contractors.
- 5.2.8. MCC will ensure it can provide a service that meets the needs of residents and will enquire and / or use existing information to ensure the repair can be completed as expected, which will include translation, or adaptations to service provision for disability for example notifying residents via text / telephone upon arrival for residents with hearing difficulties.



5.3. Repair responsibilities

- 5.3.1. The responsibility for undertaking repairs and maintaining homes is shared between MCC and its residents and the detail of responsibilities is outlined in the service standards and tenancy agreement.
- 5.3.2. Residents are required to report repairs that are the responsibility of MCC as soon as reasonably possible to ensure properties do not fall into disrepair. MCC staff and contractors also have a responsibility to identify and report repairs.
- 5.3.3. MCC expect residents to keep the inside of their home clean and in good condition and keep gardens and communal areas clean and tidy.
- 5.3.4. It is residents' responsibility to arrange for minor repairs and maintenance that are not the responsibility of MCC to ensure the upkeep of their property, this includes ensuring repairs do not arise due to neglect, wilful damage or accidental damage.
- 5.3.5. If repairs attended by MCC or its contractors that are subsequently found to arise due to neglect, wilful damage or accidental, the resident may be recharged.
- 5.3.6. It is the responsibility of residents to ensure they take out home contents insurance. MCC are not responsible for insuring residents' furniture, floor coverings and possessions.

5.4. Leaseholder Obligations

- 5.4.1. Leaseholders should refer to their lease for details of repair and maintenance responsibilities.
- 5.4.2. Leaseholders are responsible for repairing any damage due to neglect or carelessness caused by them, a member of their family, resident, or visitor.

5.5. **Right first time**

5.5.1. MCC aim to offer a high-quality service to residents as it is a vital need for residents to live in a comfortable and safe home, free from inconvenience. When a repair is needed, MCC aim to complete the repair right first time, where this is technically feasible to ensure minimal inconvenience for residents having to wait for the repair to be completed. Where this is not possible, MCC aim to ensure works are completed in as few visits as is possible and keep residents informed through all steps of the process.

5.6. Right to Repair

5.6.1. The Right to Repair Scheme enables residents to have urgent, minor repairs that may affect health or safety completed quickly at no cost to them. The Scheme also provides for residents to be compensated where such repairs have not been completed within a prescribed period.



The Right to Repair Scheme covers small, urgent repairs costing up to £250 that, if not carried out within a reasonable period, are likely to jeopardise the health or safety of the resident.

Residents are entitled to compensation if MCC fails to complete qualifying repairs within the prescribed period. The timescale of this period will be twice the stated response time for any of the qualifying repairs, thus allowing MCC a reasonable time to act. The amount of compensation will be moderate to reflect the delay in completing the repair and not the cost. Entitlement to compensation is removed if exceptional circumstances occur which are beyond the control of the MCC Housing Services.

- 5.6.2. To avail of the Right to Repair Scheme a resident must contact MCC advising that:
 - The reported repair has not been carried out within the agreed and published response time.
 - The repair has been reported and acknowledged by MCC as being a qualifying repair.

The Right to Repair Scheme does not apply where:

- The resident has told MCC that they no longer want the qualifying repair to be carried out.
- The resident has failed to provide reasonable access details for the contractor.
- The resident has failed to provide access for an inspection or for the repair to be carried out.
- The Right to Repairs Scheme is limited to the dwelling house and does not normally extend to communal areas.
- 5.6.3. Compensation will be considered, and will take into account the following circumstances:
 - Insurance claims. MCC will not make compensation payments where the issue is subject to an ongoing insurance claim under a contents insurance policy
 - Removal or repair of items. MCC will only consider compensation where there is evidence or damage and where it is possible to assess costs.
 - Loss of earnings. Any request for compensation payments will reflect the costs incurred due to a service failure, rather than directly for loss of earnings.

5.7. Repair categories and definitions

- 5.7.1. MCC will diagnose and order repairs using the following categories and timescales.
 - Emergency repair 4 hour
 - Routine repair 28 days
 - Planned repair 60 days
 - Major repairs 90 days

There may be circumstances where MCC are unable to fully complete repairs within the allocated timescale and MCC will inform residents of any changes if delivery is likely to exceed timescales. MCC will ensure precautionary measures are in place to cope with the demands faced by residents in severe weather conditions. In addition to the technical components installed to mitigate the effects of severe weather, measures will be taken to ensure that partner contractors are responsive and have sufficient supply chain in place to cope with potential increase demands on the repairs service during severe weather.



5.7.2. Emergency repair

This is when there is a serious risk to a resident or their home. MCC will attend within 4 hours to make safe, however there may be a need to make a follow-on appointment to complete the repair to a satisfactory standard.

The main aim is to ensure everyone is safe and the property is secure. This depends on what the repair is and, on the residents' circumstances. For example, a repair might be considered an emergency if the household includes elderly, disabled people, or infants under three years old, and the repairs service may attend to a heating or hot water breakdown within emergency timescales outside of the winter months due to those residents circumstances.

Examples of emergency repairs:

- A security risk to a property (e.g. a smashed window, external door not locking, or a resident being locked out).
- The only toilet in the property is blocked.
- Unsafe electrical sockets or fittings (including sparking).
- Uncontainable leak (if the leak can be contained using buckets, towels, bowls etc then that's not an emergency).
- If, during the months of 1st November to 31st March, there is no heating or hot water.

5.7.3. **Routine repair**

Repairs in this category pose no immediate risk and can be booked at a mutually convenient time. The work will be completed within 28 calendar days. MCC will also prioritise appointments based on the urgency of the repair.

Examples of routine repairs:

- Faulty tap.
- A leak which can be contained.
- Internal and external doors which need easing and adjusting.
- Intermittent fault with heating and/or hot water.
- Issues with external drains where there is no full blockage.

5.7.4. Planned repair

Repairs in this category are of a significant nature and will often relate to the fabric of the resident's home or its immediate environment and requires extensive preparation and planning before commencement.

In circumstances where a repair request is larger and more complex than a standard routine repair, the repair may need to be completed as a programmed 'Planned' repair and will be completed within 60 calendar days.

5.7.5. **Major repair**



In circumstances where a repair request is larger and more complex than a standard routine or planned repair, the repair may need to be completed as a programmed 'Major' repair.

Major repairs are works that include capital element replacements, such as full kitchen/bathroom replacement, multiple components or are complex in nature. Due to the extensive nature of these works, further planning time is required.

Programmed major repairs will aim to be completed within 90 calendar days. However, if the nature of the required works is more extensive, MCC will inform the residents of the anticipated completion date.

5.8. There may be occasions due to health and safety where repairs cannot be completed whilst the resident resides in the property. MCC are responsible for arranging alternative accommodation whilst the work is completed. More information regarding this can be found in the MCC Decant Policy.

5.9. **Pre-Inspection Survey**

- 5.9.1. A pre-inspection maybe required before a repair appointment can be arranged which will be undertaken within 10 calendar days. This will include circumstances where the scope of the repair is either unknown or cannot be diagnosed with the information provided by the resident. Following the inspection, the repair will be diagnosed and planned in with the resident following the appropriate timescales.
- 5.9.2. To ensure that MCC are providing a high-quality repairs service and are receiving value for money, a minimum 5% sample of completed repairs will be inspected each month. This inspection will be completed by MCC Surveyors and partnering contractor combined. Inspections will be undertaken via a combination of desktop reviews and onsite inspections. Where access is required into a resident's home, they will be contacted prior to the visit and agree a mutually convenient appointment.

5.10. Out of hours emergency repair

5.10.1. Provision for emergency repairs outside of normal working hours can be accessed through the standard MCC Housing Services telephone number. Only those repairs that are categorised an 'emergency' are to be dealt with during out of hours.

5.11.1. Rechargeable repairs

5.11.2. Damage that has been caused by a resident may be rechargeable and will be carried out in accordance with MCC Rechargeable Repairs Policy. Within the policy, a rechargeable repair is defined as, 'repairs that are above and beyond normal wear and tear, and arise from abuse, accidental damage, neglect or deliberate and/or malicious damage.'

5.11.3. **Decoration**



5.11.4. In situations were completed repair works have resulted in the disturbance and damage of decorations, the resident will be reimbursed by issuing a decoration voucher or compensation payment to cover the reasonable costs of the affected area. However, damage to decoration that has resulted from the completion of repairs that are considered investment or programmed major repairs, MCC will reimburse a resident the full cost of the affected area on a 'like for like' basis and will issue a decoration voucher or compensation sum to rectifying the damage.

5.12.1. The Housing Health and Safety Rating System (HHSRS)

5.12.2. The Regulator of Social Housing's Home Standard requires all social landlords to comply with the Decent Homes Standard, which was updated in 2006 to take account of the Housing Health and Safety Rating System (HHSRS).

In accordance with the Decent Homes Standard, for a home to be considered 'decent' it must:

- Be in a reasonable state of repair
- Have reasonably modern facilities and services, and
- Provide a reasonable degree of thermal comfort

The Homes (Fitness for Human Habitation) Act 2018 amended the Landlord and Tenant Act 1985, with the aim of ensuring that all rented accommodation is fit for human habitation. The housing health and safety rating system (HHSRS) is a risk-based evaluation tool to help landlords identify and protect against potential risks and hazards to health and safety from any deficiencies identified in dwellings. It was introduced under the Housing Act 2004 and applies to residential properties in England and Wales.

The HHSRS assesses 29 categories of housing hazard. Each hazard has a weighting which will help determine whether the property is rated as having category 1 (serious) or category 2 (other). Where hazards are found MCC will work with the resident to remove or reduce the hazards.

5.13.1. Damp, mould and condensation

5.13.2. MCC operates a zero-tolerance stance against damp, mould and condensation and has a proactive approach to identifying the root cause and completing remedial works to tackle this. MCC will utilise data to support a risk based, proactive approach to identifying residents' homes that may be at risk from damp, mould and condensation. From the surveys and data collected, MCC aim to introduce a continuous programme of work to tackle damp, mould and condensation across its homes. This includes introducing monitoring technology.

The approach is to:

- Risk triage every report of damp, mould and condensation and to respond with a specialist inspection that will remove any immediate health risks and identify the root cause of the issue.
- Undertake any works required to treat the root cause, and if required monitor that the actions taken have been successful.
- Undertake a proactive and risk-based approach to identifying properties at risk of condensation, damp and mould.
- Undertake stock condition surveys of all properties at least once every five years to identify signs of condensation, damp and mould.



- Take reasonable and proportionate steps to gain access in the instances where we are unable
 to gain access to ensure our homes are safe including the use of legal proceedings to gain
 access.
- Use temporary accommodation were appropriate and communicate and support residents to move into temporary accommodation whilst specialist surveys and remedial works are completed.

5.14. Empty property standard

5.14.1. MCC is committed to letting its properties to a high standard. When a resident moves into their new home, all remedial works should be completed and free from any disrepair. Frontline staff are empowered to apply and develop the empty property (void) letting standard to deliver a tailored solution that meets the local market environment and resident expectations, whilst delivering value for money and promoting tenancy sustainment. This will ensure a resident's new home is in a condition that reflects the local market. MCC will aim to complete all void works within an average of 10 working days.

5.15. Improvement, cyclical and regulatory compliance work

- 5.15.1. MCC will undertake regular periodic inspections and servicing of all gas installations, electrical systems, fire safety equipment, lifts, emergency lighting, water systems and other communal facilities.
- 5.15.2. MCC will also undertake planned improvements and cyclical maintenance programmes arising out of stock condition surveys of its properties. These comprehensive programmes will include a cycle of external, prior to painting maintenance repairs.
- 5.15.3. When carrying out improvements, MCC will give residents a range of individual choices wherever possible including style, pattern and colour in line with MCC specification.

5.16. **Asbestos management**

- 5.16.1. MCC will ensure that where asbestos is identified, steps will be taken to make the asbestos safe using various methods of encapsulation and labelling. Where required, the asbestos will be removed, and steps taken to ensure that disposal meets with all statutory requirements.
- 5.16.2. MCC will maintain and up to date asbestos register and provide advice to residents, staff and contractors on the location and nature of asbestos within properties and to ensure contractors can work safely and protect residents.
- 5.16.3. There may be occasions where repair work is delayed due to an asbestos survey or remediation work is required. MCC will keep residents informed of next steps and any delays to the timescale of repair work.



5.16. **Pest control**

5.16.1. MCC will undertake pest control services for all MCC residents. Details of pest control service offer can be found at www.manchester.gov.uk/info/431/pest control/6490/get rid of pests at your home

Residents can contact MCC regarding pest control services by phone 0161 234 4928 or by email pest.control@manchester.gov.uk

6. EQUALITY, DIVERSITY & INCLUSION

- 6.1. MCC will deliver a repairs service which considers residents' particular needs and circumstances. It will ensure that all residents are able to access services, and that their homes are maintained to modern standards. MCC will follow the Equality, Diversity and Inclusion policy.
- 6.1.1. MCC is committed to safeguarding and promoting the welfare of children, young people vulnerable adults and expects all staff and contractors to share this commitment. MCC will follow the safeguarding policy.
- 6.1.2. MCC and its partnering contractors have a role in identifying domestic abuse and supporting people affected. Where there are domestic abuse concerns, staff will follow the domestic abuse policy and safeguarding policy.

7. RESPONSIBILITIES

7.1. Assistant Director of Housing Services

7.1.1. The Assistant Director of Housing Services has overall responsibility for approving and ensuring this policy is adhered to.

7.2. Strategic Lead Asset & Repairs

7.2.1. The Strategic Lead Asset & Repairs has responsibility for ensuring the aim and scope of this policy is being adhered to.

7.3. Head of Repairs & Maintenance

7.3.1. The Head of Repairs & Maintenance has responsibility for delivering this policy across the MCC portfolio.

7.4. MCC Housing Services Staff

7.4.1. All MCC Housing Services Staff have the responsibility for adhering to this policy.

7.5. MCC Residents

7.5.1. All MCC Residents have the responsibility for adhering to this policy.



8. MONITORING AND REPORTING

- 8.1. MCC believe that continuous assessment of the repairs and maintenance service is essential to ensuring that it is always fit for purpose. MCC will continue to learn, develop and re-design the repairs and maintenance service to ensure it fits with an ever-changing environment and resident base. The repairs service will be regularly benchmarked against other organisations to ensure the service remains current and value for money for our residents.
- 8.1.1. MCC will listen to residents, staff and partners and ensure that their feedback is used to make positive changes that will deliver excellent services.
- 8.1.2. Performance management reviews will be utilised to highlight areas of concern and facilitate continuous improvement. Key performance activities include:
 - Performance management reports will be produced monthly giving high-level analysis of endto-end timescales, financial performance, quality information, and resident satisfaction. This report is used by all managers for their respective service areas and monitored at a corporate level
 - **Tenant satisfaction measures (TSM)** to be reported quarterly where MCC will identify areas of high and low performance ensuring improvements are identified and implemented across MCC Housing Services.
 - Demand analysis review will be carried out quarterly by the Resident Service Centre (CSC) specifically capturing all failure led demand which affects the repairs service. The findings from the review are crucial to MCC continuous improvement plans. They will ensure improved service development around resident's needs.
 - **Performance Meetings** are held monthly at a service area level with the partner repairs' contractor and other external contractors where relevant.
 - Resident 'your voice' focus groups and resident review teams will develop and approve any changes to the repairs service.
 - Cabinet, Committees and Housing Advisory Board review submission of regular reports in relation to performance and service review processes and practices.
 - **Self-assessment performance** will be measured against the Regulator of Social Housing Regulatory Standards to ensure compliance with the measures set by the regulatory framework.

9. CONSULTATION

- 9.1. The Residents Voice Group have been consulted with to create this policy.
- 9.1.1. MCC Housing Services Senior Leadership Team (SLT) have been consulted with regarding this policy.
- 9.1.2. All key stakeholders, where this policy directly impacts their service area, have been consulted with to create this policy.

10. REVIEW



10.1. There will be a review of this policy whenever there is a fundamental change of legislative or regulatory provisions, or when other information becomes available, that will influence the policy, such as the outcome of a service review. Irrespective of this, there will be a review of the policy every two years.

11. ASSOCIATED DOCUMENTS

1.	Asset Management Strategy
2.	Complaints & Compensation Policy
3.	Contractor and Supplier Management Framework Policy (in draft)
4.	Damp & Mould Policy
5.	Damp & Mould Strategy
6.	Decant Policy
7.	Disrepair Policy (in draft)
8.	Electrical Policy
9.	Equality, Diversity & Inclusion Policy
10.	Exchange Policy
11.	Gas Safety Policy
12.	No access/Refusal Policy
13.	Pest Control Policy
14.	Rechargeable Repairs Policy (in draft)
15.	Safeguarding Adults Policy
16.	Safeguarding Children Policy
17.	Third-party Abuse and Harassment Policy
18.	Vulnerable Residents Policy (in draft)
19.	Waterlogged Gardens Policy
20.	Void Standard

